

**MEMORANDUM OF UNDERSTANDING
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
AND THE WASHINGTON STATE PATROL
FOR EVENTS ON STATE HIGHWAYS**

JOINT POLICY GUIDELINES

LETTER OF ACKNOWLEDGMENT

AGREEMENT

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Prepared by the Field Operations Support Service Center
Traffic Operations
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MEMORANDUM OF UNDERSTANDING
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
AND THE
WASHINGTON STATE PATROL

JOINT POLICY GUIDELINES FOR EVENTS ON STATE HIGHWAYS

It is the intent of the Secretary of the Washington State Department of Transportation (WSDOT) and the Chief of the Washington State Patrol (WSP) to enter into a Memorandum of Understanding to establish guidelines and define responsibilities for special events operations on state highways. These guidelines provide reasonable and consistent criteria for agreements that sanction the following events on state highway rights of way: filming, bicycle and pedestrian events, parades, and any other event that may disrupt the normal flow of traffic, or increase risk to the traveling public. These provisions apply to state highways where both WSDOT and WSP have jurisdiction.

Certain events may impact normal traffic operations to the extent that special traffic control efforts will be required, while other events may have a minimal impact. WSDOT and WSP shall follow these general guidelines with regard to the event operations on state highways.

1. Event coordinators proposing use of a state highway for event operations shall notify the appropriate WSDOT Regional Office and provide pertinent information about the operational requirements of the event. Initial contact may be made by phone; however, a written letter of request is required within 48 hours of initial contact. This letter shall include the following information about the event: state highway number, state highway milepost limits, or nearest intersections with state highway, dates and times of event, and a description of the purpose and scope of the event, including any proposed closure of any portion of a state highway.
2. Based on the event description provided in the request for approval, WSDOT will determine the potential for impact on normal traffic operations. WSDOT may consult with the WSP to determine impacts on traffic law enforcement. Considerations include, but are not limited to characteristics of the state highway, scope of the event, and any scheduled construction or maintenance work that may conflict with event operations. On an event basis, WSDOT and WSP may prohibit the use of particular roadways or prohibit specific aspects of an event. Approval will not be granted for the use of state highways at high volume locations or during days/times when events will adversely affect vehicular traffic.

3. Events that can be lawfully conducted within the Rules of the Road, RCW 46.61, receive concurrence as to the acceptability of the event by way of a Letter of Acknowledgment. This letter recognizes the location and time of the event and may include information about operational restrictions on specific sections of a state highway or route revisions that may be required due to conflicts with construction or maintenance operations.

WSDOT approval is required if it is determined that an event has potential impact on normal traffic operations, or includes special traffic control. Event coordinator shall submit traffic control plans that adequately accommodate anticipated traffic conditions. Such plans must have written approval by WSDOT Region's traffic engineer(s) and are coordinated by the State Traffic Engineer for inter-regional events. All traffic control devices must conform to the Manual on Uniform Traffic Control Devices (MUTCD). Personnel executing traffic control plan must be certified flaggers or off duty police officers, to be provided exclusively by the event coordinator.

Approved traffic control plans, including any restrictions and/or prohibitions on the event, and liability issues shall be documented by way of a written Agreement between WSDOT and the event coordinator. If approved by WSDOT, the agreement shall be signed by WSDOT and counter signed by the event coordinator prior to commencement of the event. WSDOT may conduct a joint review with WSP prior to signing the proposed agreement document. This practice allows expert review by both agencies and ensures concurrence on all traffic control requirements necessary to safely conduct event operations. WSDOT and WSP have no obligation to approve or permit any event if the event Agreement has not been signed by WSDOT and the event coordinator, or the event Agreement has been altered by the event coordinator without express consent of WSDOT. WSDOT reserves the right to postpone or deny approval of any event when an event coordinator requests approval without sufficient advance notice, as determined by WSP or WSDOT.

4. Operational decisions and/or emergency situations may require road/lane closures to be opened immediately. WSP is responsible for traffic enforcement, and has final authority regarding the location and specific time of day that any road/lane closures, or any other part of the traffic control plan may be implemented.
5. Any costs incurred by WSDOT and/or WSP during implementation or operation of the event shall be the responsibility of the event coordinator. WSDOT and WSP shall submit separate billings to the event coordinator to recover individual agency costs and are to be paid within 30 days from the receipt of the billing.
6. WSDOT regulations and policies do not allow bicycling, running, or walking events on limited access highways.

The foregoing does not preclude the WSP and WSDOT from developing additional guidelines and operational procedures to address specific issues of mutual concern related to the use of state highway rights of way for event operations.

ANNETTE M. SANDBERG
Chief, Washington State Patrol

Date

JOHN CONRAD
Assistant Secretary for Field Operations Support
Washington State Department of Transportation

Date

APPROVED AS TO FORM:

ASSISTANT ATTORNEY GENERAL
FOR THE WASHINGTON STATE PATROL

Date

APPROVED AS TO FORM:

ASSISTANT ATTORNEY GENERAL
FOR THE WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION

Date

Sample
Letter of Acknowledgment
for
Event Operation on State Highway

(place on WSDOT Letterhead)

(name and address of event coordinator)

Re: *(event on SR__)*

Dear:

Thank you for your recent inquiry regarding your proposed *(relay run)* from *(Seattle to Spokane)* scheduled for *(August of 2000)*.

I have enclosed copies of the routes most commonly used for these areas, (e.g., *Please note that between Leavenworth and Coles Corner you are required to use SR 209/207 rather than SR 2 because of high traffic volumes, narrow shoulders, and sharp curves through Tumwater Canyon. Alternately, it would be acceptable to be transported by vehicle through this section of SR 2.*)

(Pedestrians/runners are prohibited on the interstate system but may lawfully use other roadway shoulders by facing traffic as prescribed in the Rules of the Road (RCW 46.61), a copy of which are enclosed.) Because the *(relay run)* appears to have only minimal potential for traffic impact on state highways, we do not anticipate that special traffic control efforts are necessary.

I suggest that you provide a *(relay run)* itinerary to all local authorities having jurisdiction where the *(relay run)* traverses county roads or city streets. For these areas, the local authorities determine if special traffic control and permits will be required.

Best wishes for a successful *(relay run)*.

Sincerely,

State or District Traffic Engineer
(as applicable)

Sample
(Filming, Parade etc) Agreement
Agreement # _____

(Name and Address of event coordinator)

Re: SR _____
(Filming, Parade etc)
Event Agreement

This agreement, made and entered into on this _____ day of _____, 20____, by and between the Washington State Department of Transportation, hereinafter referred to as “WSDOT”, and the event coordinator _____ hereinafter referred to as the “EVENT COORDINATOR”, representing _____, for the purpose of staging a _____ event on state highway(s) rights of way.

Event Description

_____, hereinafter referred to as the “EVENT”.

Whereas, WSDOT and the Washington State Patrol, hereinafter referred to as “WSP” have determined that the EVENT may impact normal traffic operations on state highway(s) to the extent that special traffic controls or other safety considerations are required.

Whereas, WSDOT with the advice of WSP conditionally approves EVENT operations on SR____ at or near milepost ____., on the date or dates of _____, subject to the terms and conditions in this Agreement and any attached Exhibits.

Administration and Procedures

1. WSDOT enters into this written agreement with you for the purpose of defining responsibilities and requirements for EVENT operations on state highways. This Agreement is not effective unless or until signed by WSDOT and countersigned by you prior to the commencement of the EVENT. WSDOT assumes no obligation for any EVENT, pursuant to an agreement form that is unsigned, or altered by the EVENT COORDINATOR without WSDOT concurrence. WSDOT reserves the right to postpone or deny an EVENT operation when approval is requested without sufficient advance notice, as determined by WSP or WSDOT.

2. You are encouraged to use county roads or city streets if at all possible. You are responsible for securing approval from local agencies or communities in unincorporated areas that may be impacted by the EVENT. If the EVENT takes place on city streets without access control that are part of state highways, you shall furnish WSDOT with courtesy copies of any traffic control, insurance, or liability agreements made with local agencies.
3. You are responsible for any and all costs incurred by WSDOT and WSP during implementation and operation of the EVENT. WSDOT and WSP shall submit separate billings to you to recover individual agency costs and shall be paid by you within 30 days from receipt of the billing. If the EVENT operations require substantial use of WSDOT labor and/or equipment and materials, (to be determined solely by WSDOT, whose determination shall be deemed conclusive), you shall post a payment bond in the amount of _____. The bond is to guarantee reimbursement of all costs to WSDOT. (See Exhibit ____).
4. You are responsible for cleaning up immediately after EVENT operations and returning any and all state highway facilities to the state or condition that existed prior to the EVENT.
5. Any base of operations, or storage or staging area for the EVENT shall be located outside the state's right of way. Prior authorization from WSDOT shall be required for any base of operations, storage or staging areas to be located within the right of way.
6. For events having participant registration forms, you are encouraged to include WSDOT and WSP in a statement of waiver or release of damages against the state of Washington, for signature by event participants or parents or guardians of participant minors. A sample release for such forms is as follows:

I, (name of participant), do hereby release, discharge, and hold harmless the Washington State Transportation Commission, the Washington State Department of Transportation, the Washington State Patrol, and their officers, agents, and employees from all claims, demands, and causes of actions of every kind whatsoever for any damage, loss, or injuries which may result from my participation in the (name of event), involving state highways, known or unknown, foreseen or unforeseen.

7. Information in attached EXHIBITS may identify existing regulatory prohibitions of specific types of traffic on limited access highways, such as the pedestrian prohibition on full access controlled highways.

Liability

1. EVENT COORDINATOR, at solely his or her expense, shall obtain and keep in force during the term of the EVENT, general liability insurance coverage in an amount no less than \$1 million per occurrence (combined single limit of liability) and \$2 million in the aggregate providing bodily injury, property damage, and personal injury coverage for the state of Washington for any liabilities, including all costs of defense, arising out of the use of state highways for the EVENT. Said general liability coverage shall be written on an “*occurrence*” basis, not a “*claims made*” basis, and shall provide coverage no less than the coverage provided by a *Commercial General Liability Coverage Form (CG 00 01 07 98 ISO* or later). Said policy shall not be subject to any self-insured retained limit of liability, or endorsements that would limit the coverage provided by the original policy form, except to the extent that coverage is limited to claims arising from the EVENT. EVENT COORDINATOR, at his or her expense, shall obtain and keep in force during the term of the EVENT commercial automobile liability coverage in an amount no less than \$1 million per occurrence (combined single limit of liability) providing bodily injury and property damage coverage for the State of Washington as an additional insured under said policy. Said liability coverage shall provide coverage no less than the coverage provided by a *Commercial Automobile Liability Form (CA 00 01 07 97 ISO* or later). Said policy shall not be subject to any self-insured retained limit of liability, or any endorsement that would limit the coverage provided by the original policy form, except to the extent that coverage is limited to claims arising from the EVENT. An affidavit verifying proof of insurance reflecting the required coverage is required and must be in the possession of WSDOT and WSP prior to commencement of the event. (See EXHIBIT C - Parades, to determine if insurance will be required for parades on city streets that are also state highways.)
2. EVENT COORDINATOR shall indemnify and hold the state of Washington harmless against any and all claims or actions of any type of nature by third parties for injuries or property damage, including all costs of defense, caused by or arising out of the EVENT.

Venue

1. In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action or proceeding shall be brought in a court of competent jurisdiction situated in Thurston County, Washington, and EVENT COORDINATOR herein submits to jurisdiction thereunder.

Traffic Control

1. WSDOT has determined that a traffic control plan is necessary for this EVENT. Operational details specific to the EVENT are contained in EXHIBIT __, attached hereto. All components of the traffic control plan shall conform to the standards of the Manual on Uniform Traffic Control Devices (MUTCD). Such plans must be approved by the WSDOT Regional traffic engineer(s) and are coordinated by the State Traffic Engineer for inter-regional events. In addition, traffic control plans shall meet the following requirements and restrictions:
 - EVENT COORDINATOR is responsible for acquiring all traffic control devices, and shall have all traffic control devices installed per approved plan prior to commencement of the EVENT.
 - Traffic control operations shall be performed by certified flaggers, or off duty law enforcement officers.
 - Any rolling traffic break (intentional slowing of traffic through a moving roadblock, provided by WSP) shall operate at a speed greater than 35 mph on full access control, freeway type highways. In no event shall any vehicle exceed the regulatory speed limits.
 - Traffic control plans may include proposals to close shoulders, lanes, or entire sections of state highways. Information about the proposed closures including dimensions such as overall distance, lane or shoulder widths, times and dates, and detour plans shall be included in the approved traffic control plans. Closures on interstate and other access controlled, freeway type highways will not be allowed.
 - Road closures will be considered only where no other traffic control strategies appear satisfactory, and where an adequate detour route is available. The EVENT COORDINATOR is required to provide notification of the closure, at least 72 hour in advance, to all fire and law enforcement departments, ambulance companies, and transit agencies that would be affected by the closure. The EVENT COODINATOR is required to comply with RCW 47.48.020, a copy of which is hereto attached. (The copy of RCW 47.48.020 has been provided as a courtesy. It may or may not have current amendments. EVENT COORDINATOR is responsible for reading and complying with any subsequent amendments to the statute that are not attached). Notice of closure signs posted under purview of this statute shall read, at a minimum, 'SR__TO BE CLOSED day, date, time AT location.' The signs shall have 2-inch minimum size capital black letters on a white background with a black border and shall be fabricated so the sign will not be affected by weather conditions.
2. If elements of the traffic control plan such as road or lane closures, or rolling traffic breaks impact normal traffic operations, a pre-event meeting, scheduled by the EVENT COODINATOR may be required. The EVENT COODINATOR, WSDOT, WSP should attend this meeting, along with a representative of any local agency impacted by the EVENT. The purpose of the meeting is to ensure that the traffic control plan and related operational procedures are finalized and participants understand their roles and responsibilities prior to commencement of the EVENT.

Minor events (as determined by WSDOT or WSP) may not require this operational meeting.

3. EVENT COORDINATOR and WSDOT do agree that operational decisions and/or emergency situations may require road/lane closures to be opened immediately. WSP is responsible for traffic enforcement, and has final authority regarding the location and specific time of day that any road/lane closures, or any other part of the traffic control plan may be implemented. Neither WSDOT nor WSP shall be liable for any damages, or loss arising from the decision to reopen lanes during an event closure.

Please indicate your concurrence by countersigning and returning the enclosed copy of this Agreement to the WSDOT address or fax number provided below. Failure to do so, or any alteration of this document, will render this agreement invalid. If you have any questions or concerns, please contact (WSDOT contact) of my staff at (telephone #).

Event Signature

WSDOT Signature

SIGNATURE

SIGNATURE

PRINTED NAME

WSDOT OFFICE TITLE

TITLE AS OFFICE WITH (event name)

DATE

DATE

ADDRESS

FAX #

Sample
EXHIBIT A
FILMING EVENT AGREEMENT
AGREEMENT #_____

This Exhibit, in combination with the Letter of Agreement comprise a complete understanding between the Washington State Department of Transportation (WSDOT), the Washington State Patrol (WSP), and the filming event coordinator.

1. Film production company shall be in direct contact the Washington State Film Office (WSFO) regarding location filming on state highways. The WSFO may initially direct a filming event coordinator to the appropriate WSDOT region's filming liaison. A production company with previous experience filming on state highways under the sanction of WSDOT and WSFO may contact the appropriate WSDOT regional office directly. A courtesy copy of any correspondence and/or written agreement between WSDOT, WSP and the film production company shall be provided to WSFO.
2. The film production company's base of operations, including staging or storage areas, shall be located outside the state's operating right of way. Prior authorization shall be required for any base of operations located within right of way. *e.g., Your request to locate (material, equipment, trailer, etc) within the state right of way, at (milepost, offset left or right) has been approved for this filming event. Written approval is attached hereto and incorporated herein by this reference.*
3. Stunts, accidents, or pyrotechnics that may cause damage to state property or disrupt traffic flow shall not be allowed. Use of pyrotechnics must meet all statutory requirements. No liquid or solid materials may be placed on the highway except as approved by WSDOT and identified in this exhibit. *(Insert Specific Information)*
4. An affidavit verifying that the film production company has obtained the liability insurance policies covering the state of Washington in accordance with paragraph 1 of the Liability section of this Agreement shall be in the possession of WSDOT and WSP prior to event participants entering upon state right of way.
5. Special traffic control is required for this event. A traffic control plan has been approved by WSDOT for this event, a copy of which is attached hereto and incorporated herein by this reference. Traffic control shall operate as follows; *insert information including traffic control plan(s), location(s), duration of intermittent traffic closures, rolling traffic break details, detour route, personnel requirements etc.*

At no time shall the traffic be allowed to back up beyond temporary warning signs. All lanes shall be allowed to clear traffic between intermittent traffic closures.

6. Operational decisions and/or emergency situations may require the roadway to be opened immediately. Access for emergency vehicles shall be maintained at all times.
7. Prior to any filming operations requiring a road or lane closure or the use of a rolling traffic break, an operational meeting may be required with WSDOT, WSP and the film company. When appropriate, other local authorities and law enforcement agencies may attend this meeting. The purpose of this meeting is to ensure that all traffic control plans and related operational procedures are finalized and participants are aware of their individual responsibilities prior to the commencement of filming. Minor filming operations (as determined by WSDOT and WSP) may not require this operational meeting.
8. A rolling traffic break (the intentional slowing of vehicular traffic by way of a moving road block provided by the WSP) shall be greater than 35 MPH on full access control highways and in no event shall any vehicle be permitted to exceed regulatory speed limits.
9. Any filming involving the use of any aircraft shall be done in accordance with FAA regulations.
10. *Insert specific information regarding additional restrictions, prohibitions, or requirements imposed on approved filming operations.*

Sample
EXHIBIT B
BICYCLING / PEDESTRIAN EVENT AGREEMENT
AGREEMENT #_____

This Exhibit, in combination with the Agreement comprise a complete understanding between the Washington State Department of Transportation (WSDOT), the Washington State Patrol (WSP), and the coordinator for the (*name of event*).

Unless specifically required to participate in the development or deployment of any traffic control plan, WSDOT and WSP will have only incidental involvement with the event.

1. Special traffic control is required for this event. A traffic control plan has been approved for this event, a copy of which is attached hereto and incorporated herein by this reference. Traffic control shall operate as follows; *insert information including but not limited to: traffic control plan, detour routes, proof of notification of closure.*
2. Special conditions, such as relay starts, reflectorized participant clothing, legal bicycle lighting, transport and aid vehicles may also be imposed as part of the event approval. Event Coordinator shall be responsible for scheduling any required meetings.
3. For competitive bicycle racing events, refer to *Washington State bicycle Racing Guidelines*. This publication provides detailed information about traffic control and racing protocol for bicycle races, and contains a separate approval and permitting process. The guidelines are available from the department's Highways and Local Programs Service Center.
4. *Insert specific information regarding additional restrictions, prohibitions, or requirements imposed on approved event operations.*

Sample

EXHIBIT C
PARADES EVENT AGREEMENT
AGREEMENT #_____

This Exhibit C, in combination with the Agreement comprise a complete understanding between the Washington State Department of Transportation (WSDOT), the Washington State Patrol (WSP), and the parade event coordinator.

Unless specifically required to participate in the development or deployment of any traffic control plan, WSDOT and WSP will have only incidental involvement with the event.

1. For cities and towns having a population in excess of 22,500, only a traffic control plan is required prior to conducting a parade on city street that is also a state highway. There are no other terms or conditions.
2. The parade sponsor agrees to hold the State of Washington harmless from any and all claims for any type or nature arising from the EVENT that is the subject of this agreement.
3. Parade events sponsored by cities or towns, and covered by existing insurance policies do not need to comply with the liability insurance articles contained in paragraph 1 of the Liability section of the Agreement.
4. *Insert specific information regarding additional restrictions, prohibitions, or requirements imposed on approved event operations.*

Sample
EXHIBIT D
WSDOT EVENT PAYMENT BOND

AGREEMENT # _____

Bond No. _____

KNOWN ALL MEN BY THESE PRESENTS: That we _____
as Principle, hereinafter called Principle, and _____ as Surety,
hereinafter called Surety are held and firmly bound to _____, as
Obligee, hereinafter called Obligee, in the penal sum of _____ for
the payment of which sum well and truly to be made, we the Principle and Surety named
jointly and severally bind ourselves, our heirs, executors, administrators, and successors,
jointly and severally by these presents.

WHEREAS, the Principle has requested and the Obligee has agreed to perform certain
work as described in the EVENT AGREEMENT, a copy of which is attached hereto and
incorporated herein by this reference.

NOW, WHEREAS, If the Principle shall pay the full amount of all sums which shall
become due the Obligee for said labor and materials, within the time prescribed within
the EVENT LETTER OF AGREEMENT, then this obligation shall be null and void upon
written discharge from the state, otherwise to be and to remain in full force and effect.

IN WITNESS WHEREOF, The parties have executed this agreement
this _____ day of _____ - _____.

**Note: Please type or print below the
signatures** the names of the parties
executing this bond, together with the
title of each.

Telephone # _____

By: _____

Title : _____

Approved
Washington State Department of
Transportation

Surety: _____

Address: _____

Telephone # _____

By: _____

By: _____

Date: _____

Title : _____

Title: _____

Principle: _____

Address: _____

Sample
EXHIBIT E
RCW 47.48.020

(This copy of RCW 47.48.020 has been provided as a courtesy. It may or may not have current amendments. EVENT COORDINATOR is responsible for reading and complying with any subsequent amendments to the statute that are not attached).

RCW 47.48.020

Notice of closure or restriction -- Emergency closure.

Before any state highway, county road, or city street is closed to, or the maximum speed limit thereon reduced for, all vehicles or any class of vehicles, a notice thereof including the effective date shall be published in one issue of a newspaper of general circulation in the county or city or town in which such state highway, county road, or city street or any portion thereof to be closed is located; and a like notice shall be posted on or prior to the date of publication of such notice in a conspicuous place at each end of the state highway, county road, or city street or portion thereof to be closed or restricted: **PROVIDED**, That no such state highway, county road, or city street or portion thereof may be closed sooner than three days after the publication and the posting of the notice herein provided for: **PROVIDED, HOWEVER**, That in cases of emergency or conditions in which the maximum time the closure will be in effect is twelve hours or less the proper officers may, without publication or delay, close state highways, county roads, and city streets temporarily by posting notices at each end of the closed portion thereof and at all intersecting state highways if the closing be of a portion of a state highway, at all intersecting state highways and county roads if the closing be a portion of a county road, and at all intersecting city streets if the closing be of a city street. In all emergency cases or conditions in which the maximum time the closure will be in effect is twelve hours or less, as herein provided, the orders of the proper authorities shall be immediately effective.